Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

## Filing at a Glance

Company: National Specialty Insurance Company

Product Name: Public Company D&O SERFF Tr Num: STNA-125343889 State: Arkansas

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: #25696 \$50

Made/Occurrence

Sub-TOI: 17.0006 Directors & Officers Liability Co Tr Num: PUB-07-001-F State Status: Fees verified and

received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith

Roberts, Brittany Yielding

Author: Meghan Slenkamp Disposition Date: 12/07/2007

Date Submitted: 11/01/2007 Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal): Effective Date (Renewal):

State Filing Description:

#### **General Information**

Project Name: Public Company D&O

Status of Filing in Domicile: Authorized

Project Number: PUB-07-001-F

Domicile Status Comments: Authorized in

Texas.

Reference Organization: None Reference Number: None Advisory Org. Circular: n/a

Filing Status Changed: 12/07/2007 State Status Changed: 11/29/2007

State Status Changed: 11/29/2007 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Submission of the Company's Public Company D&O product - new program.

# **Company and Contact**

#### **Filing Contact Information**

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

Wesley Pohler, Assistant Vice President wes@westmontlaw.com 25 Chestnut Street (856) 216-0220 [Phone]

Haddonfield, NJ 08033

**Filing Company Information** 

National Specialty Insurance Company CoCode: 22608 State of Domicile: Texas 8200 Anderson Boulevard Group Code: 93 Company Type: Property &

Casualty

Fort Worth, TX 76120 Group Name: State ID Number:

(800) 877-4567 ext. [Phone] FEIN Number: 75-2816775

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Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

# **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: \$50.00 form filing fee

Per Company: No

CHECK NUMBER CHECK AMOUNT CHECK DATE 25696 \$50.00 10/31/2007

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

# **Correspondence Summary**

#### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/07/2007	12/07/2007

**Objection Letters and Response Letters** 

Objection Status	Letters Created By	Created On	Date Submitted	Response Letters Responded By	s Created On	Date Submitted
Pending Industry Response	Edith Roberts	11/30/2007	11/30/2007	Meghan Slenkam	211/30/2007	11/30/2007
Pending Industry Response Filing Note	Edith Roberts	11/29/2007	11/29/2007	Meghan Slenkam	P11/30/2007	11/30/2007

Subject	Note Type	Created By	Created On	Date Submitted
Status Request	Note To Reviewer	Meghan Slenkamp	11/09/2007	7 11/09/2007

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

# **Disposition**

Disposition Date: 12/07/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

Frojeci Name/Number.	Fubile Company D&O/FOB-07-001-T		
Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	&Approved	Yes
Supporting Document	Letter of Authorization	Approved	Yes
Supporting Document	forms Listing	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form (revised)	Application for Insurance	Approved	Yes
Form	Application for Insurance	Approved	Yes
Form	Directors and Officers Liability Insurance Policy with Public company Securities Claims Coverage With Costs of Defense Included in the Limit of Liability Declarations (Admitted)	Approved	Yes
Form	Directors and Officers Liability Insurance Policy With Public Company Securities Claims Coverage	Approved	Yes
Form	Addition to the Term "Subsidiary" (No Additional Premium)	Approved	Yes
Form	Addition to the Term "Subsidiary"	Approved	Yes
Form	Subsidiary - Auto Subsidiary Threshold Decreased	Approved	Yes
Form	Captive Insurance Company Exclusion	Approved	Yes
Form	Commissions Exclusion	Approved	Yes
Form	Employment Practices Claims Exclusion	Approved	Yes
Form	Extradition Coverage	Approved	Yes
Form	Insured Persons Amended	Approved	Yes
Form	Major Shareholders Exlcusion	Approved	Yes
Form	Nuclear Energy Liability Exlcusion Endorsement (Broad Form)	Approved	Yes
Form	Outside Entity Endorsement	Approved	Yes
Form	Pending and Prior Litigation And Known Wrongful Acts Exclusion For Excess Limits	Approved	Yes
Form	Expanded Policy Period	Approved	Yes
Form	Prior Acts Exlcusion	Approved	Yes

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

Form Professional Errors and Omissions Approved Yes

Exclusion (With Securities Claim Carve-

Out)

Form "Run-Off" Coverage Approved Yes

Form Specific Entity Exclusion (Claims Brought Approved Yes

By or Against)

Form Specific Individual Exclusion Approved Yes

Form Specific Approved Yes

Investigation/Claim/Litigation/Event Or

Act Exclusion

Form (revised)Arkansas Amendatory EndorsementApprovedYesFormArkansas Amendatory EndorsementApprovedYes

Form Arkansas Amendatory Endorsement Approved Yes

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

### **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 11/30/2007 Submitted Date 11/30/2007

Respond By Date
Dear Wesley Pohler,

This will acknowledge receipt of the captioned filing.

Please refer to Form FID AR, Section 5. B., please change the 30 days reference to 60 days to comply with AR Code Anno. 23-79-306 (3).

**Thanks** 

Please feel free to contact me if you have questions.

Sincerely,

**Edith Roberts** 

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 11/30/2007 Submitted Date 11/30/2007

Dear Edith Roberts,

#### Comments:

#### Response 1

Comments: Our apologies, attached is the revised amendatory.

#### **Changed Items:**

No Supporting Documents changed.

#### Form Schedule Item Changes

SERFF Tracking Number: STNA-125343889 State: Arkansas Filing Company: #25696 \$50 National Specialty Insurance Company State Tracking Number: PUB-07-001-F Company Tracking Number: TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability Product Name: Public Company D&O Public Company D&O/PUB-07-001-F Project Name/Number: Form Name Form Type Action Action Readability Attach Form Edition Specific Number Date Score Document Data Arkansas Amendatory PBDO AR 11/07 Endorsement/AmendmentNew 0 AR PUB -**Endorsement** (10/07)/Conditions Clean Copy -REVISED. pdf **Previous Version** Arkansas Amendatory PBDO AR 11/07 AR PUB -Endorsement/AmendmentNew 0 Endorsement (10/07 /Conditions Clean Copy -REVISED. pdf Arkansas Amendatory PBDO AR 10/07 Endorsement/AmendmentNew 0 AR PUB -**Endorsement** (10/07)/Conditions Clean Copy.pdf

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

No Rate/Rule Schedule items changed.

Sincerely, Meghan Slenkamp

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

### **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 11/29/2007 Submitted Date 11/29/2007

Respond By Date
Dear Wesley Pohler,

This will acknowledge receipt of the captioned filing.

Dear Meaghan:

Please refer to SERFF Filing # STNA-125344056. The same objections for that filing are identical to this filing. If you will make the same corrections, for this one, I can approve.

Thanks,

Please feel free to contact me if you have questions.

Sincerely,

**Edith Roberts** 

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 11/30/2007 Submitted Date 11/30/2007

Dear Edith Roberts,

#### Comments:

#### Response 1

Comments: Ms. Roberts,

In response to your e-mail dated 11/29/07, please find attached a revised Application, as well as a revised Arkansas Amendatory Endorsement.

Please note that per our telephone conversation, the forms referenced in filing STNA-125344056 do not need to be

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

amended.

If you have any questions, please do not hesitate to contact me.

Thank you.

Meghan

#### **Changed Items:**

No Supporting Documents changed.

#### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Application for Insurance	PUB.001	11/07	Application/Binder/Enroll ment	New		0	IronPro Public Company Applicatio n FINAL.PU B.001 - REVISED. pdf
Previous Version Application for Insurance	PUB.001	08/07	Application/Binder/Enroll ment	New		0	IronPro Public Company Applicatio n FINAL.PU B.001.pdf
Arkansas Amendatory Endorsement	PBDO AF (10/07	R 11/07	Endorsement/Amendmer /Conditions	ntNew		0	AR PUB - Clean Copy -

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

REVISED.

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**Previous Version** 

Arkansas Amendatory PBDO AR 10/07 Endorsement/AmendmentNew 0 AR PUB -

Endorsement (10/07 /Conditions Clean

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Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

No Rate/Rule Schedule items changed.

Sincerely, Meghan Slenkamp

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

#### **Note To Reviewer**

#### Created By:

Meghan Slenkamp on 11/09/2007 01:58 PM

#### Subject:

Status Request

#### Comments:

Good Afternoon,

Thank you very much for all of your help thus far. Could you please provide me the status of this filing? Please feel free to contact me with any questions or concerns. Have a great day.

Much Thanks,

Mary Lenti

Westmont Associates, Inc.

(856) 216-0220

mary@westmontlaw.com

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Application for Insurance	PUB.001	11/07	Application/ New Binder/Enro Ilment		0.00	IronPro Public Company Application FINAL.PUB. 001 - REVISED.pd f
Approved	Directors and Officers Liability Insurance Policy with Public company Securities Claims Coverage With Costs of Defense Included in the Limit of Liability Declarations (Admitted)		08/07	Declaration New s/Schedule		0.00	IronPro Public Company Declarations Admitted FINAL.PUB. 002.pdf
Approved	Directors and Officers Liability Insurance Policy With Public Company Securities Claims Coverage	PUB.003	08/07	Policy/CoveNew rage Form		0.00	Public Policy.PUB.0 03.pdf
Approved	Addition to the Term "Subsidiary" (No Additional Premium)	PUB.EX.0	0 08/07	Endorseme New nt/Amendm ent/Conditi ons		0.00	Ironshore Public Form - Addition to Term Subs NO AP.PUB.EX.

SERFF Tracking Number: STNA-125343889 State: Arkansas Filing Company: National Specialty Insurance Company State Tracking Number: #25696 \$50 Company Tracking Number: PUB-07-001-F TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability Product Name: Public Company D&O Public Company D&O/PUB-07-001-F Project Name/Number: 001.pdf Approved Addition to the PUB.EX.0 08/07 **Endorseme New** 0.00 Ironshore Term 02 nt/Amendm Public Form "Subsidiary" ent/Conditi - Addition to ons the Term Subs.PUB.E X.002.pdf Approved Subsidiary - Auto PUB.EX.0 08/07 **Endorseme New** 0.00 Ironshore Subsidiary 03 nt/Amendm Public Form Threshold ent/Conditi - Auto Subs Decreased ons Threshold Amd'd to 10%.PUB.E X.003.pdf Approved Captive PUB.EX.0 08/07 **Endorseme New** 0.00 Ironshore Insurance 04 nt/Amendm Public Form Company ent/Conditi - Captive Ins **Exclusion** Co ons Exclusion.P UB.EX.004.p df Approved Commissions PUB.EX.0 08/07 **Endorseme New** 0.00 Ironshore **Exclusion** 05 nt/Amendm Public Form ent/Conditi Commission ons s Exclusion.P UB.EX.005.p df Approved **Employment** PUB.EX.0 08/07 **Endorseme New** 0.00 Ironshore Public Form Practices Claims 06 nt/Amendm **Exclusion** ent/Conditi

Created by SERFF on 12/07/2007 02:02 PM

**Endorseme New** 

Employment Practices Claims Excl.PUB.EX .006.pdf

Ironshore

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PUB.EX.0 08/07

Approved Extradition

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Product Name.	Publi	c Company D&O					
Project Name/	Number: Publi	Public Company D&O/PUB-07-001-F					
	Coverage	07	nt/Amendm ent/Conditi ons		Public Form - Extradition Coverage.P UB.EX.007.p df		
Approved	Insured Persons Amended	S PUB.EX.0 08/07 08	Endorseme New nt/Amendm ent/Conditi ons	0.00	Ironshore Public Form - Insured Persons Amended.P UB.EX.008.p		
Approved	Major Shareholders Exlcusion	PUB.EX.0 08/07 09	Endorseme New nt/Amendm ent/Conditi ons	0.00	Ironshore Public Form - Major Shareholder Exclu.PUB.E X.009.pdf		
Approved	Nuclear Energy Liability Exlcusion Endorsement (Broad Form)	PUB.EX.0 08/07 on 10	Endorseme New nt/Amendm ent/Conditi ons	0.00	Ironshore Public Form - Nuclear Energy Liab Exclus Endorsemen t.PUB.EX.01 0.pdf		
Approved	Outside Entity Endorsement	PUB.EX.0 08/07 11	Endorseme New nt/Amendm ent/Conditi ons	0.00	Ironshore Public Form - Outside Entity Endorsemen t 2x.PUB.EX.0 11.pdf		
Approved	Pending and Prior Litigation And Known Wrongful Acts	PUB.EX.0 08/07 12	Endorseme New nt/Amendm ent/Conditi ons	0.00	Ironshore Public Form - Pending Prior Litig		

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Public Company D&O/PUB-07-001-F Project Name/Number:

> **Exclusion For** and Known **Excess Limits** Wrong Acts Excl.PUB.EX

> > .012.pdf

Approved Expanded Policy PUB.EX.0 08/07 **Endorseme New** 0.00 Ironshore

Public Form Period 13 nt/Amendm ent/Conditi - Policy ons Period

> Expanded.P UB.EX.013.p

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Approved **Prior Acts** PUB.EX.0 08/07 **Endorseme New** 0.00 Ironshore

Exlcusion 14 nt/Amendm Public Form

> ent/Conditi - Prior Acts ons Exclusion.P

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(Securities)

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Approved Professional PUB.EX.0 08/07 **Endorseme New** 0.00

> Errors and 15 nt/Amendm Public Form **Omissions** ent/Conditi - Prof EO Exclusion (With **Exclusion** ons

Securities Claim

Carve-Out)

015.pdf Approved "Run-Off" PUB.EX.0 08/07 **Endorseme New** 0.00 Ironshore

Coverage 16 nt/Amendm Public Form

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> ons Endorsemen

t.PUB.EX.01

Approved Specific Entity PUB.EX.0 08/07 **Endorseme New** 0.00

Exclusion (Claims17 nt/Amendm Public Form Brought By or ent/Conditi - Specific

Against) **Entity** ons **Exclusion** (claims

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Ironshore

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Endorsement

Project Name/Number: Public Company D&O/PUB-07-001-F

B.EX.017.pd f Approved Specific PUB.EX.0 08/07 **Endorseme New** 0.00 Ironshore Individual 18 nt/Amendm Public Form Exclusion ent/Conditi - Specific ons Individual Exclus.PUB. EX.018.pdf Approved Specific PUB.EX.0 08/07 **Endorseme New** 0.00 Ironshore Investigation/Clai 19 nt/Amendm Public Form m/Litigation/Event ent/Conditi - Specific Or Act Exclusion ons Litigation Exclus.PUB. EX.019.pdf Approved Arkansas **PBDO AR 11/07 Endorseme New** 0.00 AR PUB nt/Amendm Amendatory (10/07)Clean Copy -

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#### NATIONAL SPECIALTY INSURANCE COMPANY

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

# ARKANSAS APPLICATION FOR DIRECTORS AND OFFICERS LIABILITY INSURANCE WITH SECURITIES CLAIMS COVERAGE

NOTICE: THIS IS AN APPLICATION FOR A CLAIMS-MADE AND REPORTED POLICY. THE POLICY FOR WHICH THIS APPLICATION IS MADE IS LIMITED TO LIABILITY FOR WRONGFUL ACTS FOR WHICH CLAIMS ARE FIRST MADE WHILE THE POLICY IS IN FORCE AND WHICH ARE REPORTED AS SOON AS PRACTICABLE TO THE INSURER, BUT IN ANY EVENT NO LATER THAN SIXTY (60) DAYS AFTER THE TERMINATION OF THE POLICY.

THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS, INCLUDING JUDGMENTS OR SETTLEMENT AMOUNTS, SHALL BE REDUCED BY AMOUNTS INCURRED FOR COSTS OF DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR COSTS OF DEFENSE AND SHALL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT.

THE POLICY DOES NOT PROVIDE FOR ANY DUTY OR OBLIGATION ON THE PART OF THE INSURER TO DEFEND THE DIRECTORS AND OFFICERS OR THE COMPANY.

1.	GE	NERAL INFORMATION:
	a)	Name of Company
	b)	Address
	c)	Nature of Business
	d)	Date of Incorporation
	e)	State of Incorporation
	f)	Name and Title of officer of the Applicant designated as the Company contact:
2.	STO	DCK OWNERSHIP:
	a)	Total number of common shares outstanding
	b)	Total number of common shareholders
	c)	Are shares publicly traded?
		which they are listed
	d)	Give names and percent owned of any shareholders who hold, directly or beneficially, 5% or more of the common shares outstanding:
3.	ANI	NOUNCED CHANGES:
	a)	Has the Company publicly revealed in the past 24 months, or does it contemplate within the nex

PUB.001 (11/07 Ed.)

12 months, any:

		(1) consolidation or merger with any other entity  Yes  No
		(2) acquisition or disposition of any stock, assets or interest in any other corporation, partnership, or joint venture?   Yes  No
		(3) Sale, distribution or divestiture of any assets or stock, other than in the ordinary course of business?   Yes  No
		If Yes to any question above, has the Board of Directors approved such action(s)?  \[ \subseteq \text{Yes}  \subseteq \text{No} \]
		Has such action(s) been submitted to the shareholders for approval?
b	o)	Has the company filed in the past 18 months, or contemplated filing within the next 12 months, any registration statement with any government authority for an offering of securities?
		Yes No If Yes, provide applicable prospectus.
С		Has the Applicant or any of its Subsidiaries changed auditors in the past year?   Yes   N/A. If "yes" please provide complete details.
RENEWAL	ΔP	PLICANTS NEED NOT ANSWER QUESTIONS 4, 5 AND 6.
- CIVEWAL		TEIGANTO NEED NOT ANOWEN GOESTIONS 4, 5 AND 5.
4. P	PRE	VIOUS INSURANCE
а		Has the Company or any Subsidiary previously held or does it now have any Directors and Officers Liability Insurance or similar insurance?   Yes No  If Yes, provide the following details:
	_	PERIOD INSURER LIMIT DEDUCTIBLE FROM/TO PREMIUM
b	- )	Provide details of any prior claim under such insurance (if none, so state)
С		Has any Insurer cancelled or refused to renew any Directors and Officers Liability Insurance or similar insurance within the past 3 years?   Yes No If Yes, provide complete details.
5. P	PRE	VIOUS EXPERIENCE:
5. P		VIOUS EXPERIENCE:  Has the Company, or anyone for whom insurance is intended, been involved in the following:
	a)	

		(3) any representative actions, class actions, or derivative suits?   Yes   No
		If Yes to any of the above, provide details:
	b)	Are there any pending claims against anyone for whom this insurance is intended which may fall within the scope of coverage afforded by any similar insurance presently or previously in effect?  Yes No If Yes, provide complete details.
	c)	Has anyone for whom this insurance is intended given notice under the provisions of any other previous or current similar insurance policy of any facts or circumstances which may give rise to a claim being made against the Company and/or any Director and/or Officer?  Yes No If Yes, provide complete details.
	OR RIS ARI	S UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, WHETHER REPORTED NOT REPORTED, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE SE TO A CLAIM HAVE BEEN REPORTED, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED SURANCE.
6.		IOR KNOWLEDGE:
	omi proj	es anyone for whom insurance is intended have any knowledge or information of any act, error, ission, fact or circumstance which may give rise to a claim which may fall within the scope of the posed insurance?   Yes  No es, provide complete details.
	WH	S UNDERSTOOD AND AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS IETHER DISCLOSED ABOVE OR NOT, ANY CLAIM ARISING THEREFROM IS EXCLUDED OM THIS PROPOSED INSURANCE.
7.	MA	TERIALS REQUESTED:

- Complete list of all Directors and Officers to include their name, position, term of office, and affiliation with any other outside organizations.
- Most recent Annual Report.
- Most recent filing with the S.E.C. (Form 10-K) and any subsequent filings (Form 10-Q, Form 8-K, etc.)
- Latest available interim financial statements.
- The notice to shareholders and proxy statement for both the last and next scheduled annual meeting.
- Most recent prospectus.

#### NOTICE TO THE APPLICANT - PLEASE READ CAREFULLY

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE. HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE, ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND IT WILL BE ATTACHED TO AND BECOME A PART OF THE POLICY.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION FORM ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

**NOTICE TO APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL PENALTIES.

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWLINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUHTORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON, PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWLINGLY PRESENTS FALSE INFORMATION IN AN PUB.001 (11/07 Ed.)

APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO MAINE APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE AND MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**NOTICE TO OKLAHOMA APPLICANTS - WARNING:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-10, 36 §3613.1).

**NOTICE TO OREGON APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY MATERIALLY FALSE, INCOMPLETE, OR MISLEADING INFORMATION MAY BE GUILTY OF A CRIME.

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANT: ANY PERSON WHO KNOWLINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED BY THE CHAIRMAN OF THE BOARD AND PRESIDENT AND DATED. IF THE CHAIRMAN OF THE BOARD AND PRESIDENT ARE THE SAME INDIVIDUAL, PLEASE HAVE THE APPLICATION SIGNED BY THE CHIEF FINANCIAL OFFICER. CHIEF OPERATING OFFICER OR GENERAL COUNSEL IN LIEU OF THE PRESIDENT.

DATE	SIGNATURE
	TITLE
DATE	SIGNATURE
	TITLE
NAME OF BROKER	_
DUD 004 (44/07 Ed.)	

PUB.001 (11/07 Ed.)

NAME OF AGENCY	_	
SIGNED	_	

# □STATE NATIONAL INSURANCE COMPANY □NATIONAL SPECIALTY INSURANCE COMPANY

Policy #	
Expiring Policy #_	

A Texas Stock Insurer 8200 Anderson Boulevard Fort Worth, TX 76120 (877) 476-6411

THIS POLICY IS ISSUED BY THE STOCK INSURANCE COMPANY SELECTED ABOVE

# DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY WITH PUBLIC COMPANY SECURITIES CLAIMS COVERAGE COSTS OF DEFENSE INCLUDED IN THE LIMIT OF LIABILITY

#### **DECLARATIONS**

This is a Claims Made and Reported Policy, please read it carefully. Amounts incurred as Costs of Defense shall reduce the limit of liability available to pay judgments or settlements and shall also be applied against the retention. This Policy does not provide for any duty by the Insurer to defend those Insured under the Policy.

ITEM 1. COMPANY NAME AND PRINCIPAL ADDRESS:	ITEM 2. <b>POLICY PERIOD</b> :			
	(a) Inception Date -			
	(b) Expiration Date -			
	at 12:01 a.m. both dates at the Principal			
	Address in ITEM 1.			
ITEM 3. LIMIT OF LIABILITY (inclusive of <b>Costs of Defense</b> ):				
\$ aggregate Limit of Liability for all <b>Claims</b> made or	r deemed made during the <b>Policy Period</b> .			
ITEM 4. RETENTIONS:	<u> </u>			
(a) Claims, including an Employment Practices Claim,				
other than a <b>Securities Claim</b>	•			
omer man a securities Ciann	\$			
(1-) A Giti Cl-i	¢			
(b) A Securities Claim	\$			
(c) A Retention shall not apply to a non indemnifiable <b>Loss</b> .				
ITEM 5. PREMIUM \$				
ITEM 6. FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:				

ITEM 7. PENDING AND PRIOR DATE:					
ITEM 8. <b>INSURER</b> : ADDRESS:	c/o Ironshore Insurance Services, LL	.C			
	1 Exchange Plaza (55 Broadway) New York, NY 10006				
ITEM 9. BROKER: ADDRESS:					
LICENSE NUMBER	:				
The Declarations, the signed and completed <b>Application</b> and the Policy, with endorsements will constitute the contract between the <b>Insured</b> and the <b>Insurer</b> and this Policy is not valid unless signed below by a duly authorized representative of the <b>Insurer</b> .					
Date:		By:Authorized Representative			
Issuing Office:		Issued Date:			

#### NATIONAL SPECIALTY INSURANCE COMPANY

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

# THIS IS A CLAIMS MADE AND REPORTED POLICY WITH COSTS OF DEFENSE INCLUDED IN THE LIMIT OF LIABILITY PLEASE READ THE ENTIRE POLICY CAREFULLY

# DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY WITH PUBLIC COMPANY SECURITIES CLAIMS COVERAGE

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Insurer** shown in the Declarations, including the statements made in the **Application**, and subject to all terms, conditions and limitations of this Policy, the **Insureds** and **Insurer** agree:

#### **Section I.** Insuring Agreements

- A. The Insurer shall pay on behalf of an Insured Person all Loss which the Insured Person shall be legally obligated to pay as a result of a Claim first made against the Insured Person during the Policy Period or the Discovery Period for a Wrongful Act, and reported to the Insurer pursuant to Section VII, except for any Loss which the Company actually pays as indemnification.
- B. The Insurer shall pay on behalf of the Company all Loss which the Company shall be legally obligated to pay as a result of a Claim first made against an Insured Person during the Policy Period or the Discovery Period for a Wrongful Act, and reported to the Insurer pursuant to Section VII, but only to the extent the Company is required or permitted by law, to the fullest extent possible, to indemnify the Insured Person.
- C. The **Insurer** shall pay on behalf of the **Company** all **Loss** which the **Company** shall be legally obligated to pay as a result of a **Securities Claim** first made against the **Company** during the **Policy Period** or the Discovery Period for a **Wrongful Act**, and reported to the **Insurer** pursuant to Section VII.

#### **Section II.** Definitions

**A.** "**Application**" shall mean each and every signed application submitted to the **Insurer** for consideration of insurance together with any attachments to such applications, other materials submitted therewith or incorporated therein, and any other documents submitted in connection with the underwriting of this Policy. "**Application**" shall also mean any public documents filed by the **Company** 

within the past 36 months with any federal, state, local or foreign governmental entity.

#### **B.** "Claim" shall mean:

- (1) a civil, criminal, governmental, regulatory, administrative, or arbitration proceeding made against any **Insured Person** seeking monetary or non-monetary relief and commenced by the service of a complaint or similar pleading, the return of an indictment, or the receipt or the filing of a notice of charges or similar document, including any proceeding initiated against any Insured before the Equal Employment Opportunity Commission, or any similar governmental body, or other written demand for monetary or non-monetary relief made against any **Insured Person**. However, in no event shall the term "**Claim**" include any labor or grievance proceeding which is subject to a collective bargaining agreement.
- (2) a **Securities Claim** made against any **Insured**.
- **C.** "Company" shall mean the Corporation and any Subsidiary.
- **D.** "Corporation" shall mean the entity named in Item 1 of the Declarations.
- **E.** "Costs of Defense" shall mean reasonable and necessary legal fees, costs and expenses incurred in the investigation, defense or appeal of any Claim, including the costs of an appeal bond, attachment bond or similar bond (but the Insurer shall not have any obligation to apply for or furnish such bonds); provided, however, Costs of Defense shall not include salaries, wages, overhead or benefit expenses associated with any Insured.
- **F.** "Directors" and "Officers" shall mean all persons who were, now are, or shall be directors and/or officers (or foreign equivalent) of the Company.
- **G.** "**Domestic Partners**" shall mean any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Company**.
- H. "Employment Practices Claim" shall mean any Claim brought by or on behalf of any past, present or future employee of the Company or Outside Entity, or any applicant for employment with the Company or Outside Entity alleging an Employment Practices Wrongful Act.
- I. "Employment Practices Wrongful Act" shall mean:
  - (1) wrongful dismissal, discharge or termination of employment, whether actual or constructive;
  - (2) employment related misrepresentation;

- (3) sexual or workplace harassment of any kind;
- (4) discrimination;
- (5) wrongful failure to employ or promote;
- (6) wrongful discipline;
- (7) wrongful deprivation of career opportunity, including defamatory statements made in connection with an employee reference;
- (8) failure to grant tenure;
- (9) negligent evaluation;
- (10) failure to provide adequate workplace or employment practices and procedures;
- (11) wrongful retaliation;
- (12) employment related libel, slander, defamation, or invasion of privacy; or
- (13) violation of an individual's civil rights relating to any of the above.
- **J.** "Financial Insolvency" shall mean the Company becoming a debtor in possession, or the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the Company.
- **K.** "**Insured**" shall mean an **Insured Person** and the **Company**.
- L. "Insured Person" shall mean Directors and Officers.
- **M.** "Insurer" shall mean the company stated in Item 8 of the Declarations.
- N. "Loss" shall mean compensatory damages, punitive or exemplary damages, the multiple portion of any multiplied damage award, judgments, settlements and Costs of Defense, provided, however, Loss shall not include criminal or civil fines or penalties, taxes, or any matter which may be deemed uninsurable under the law pursuant to which this Policy shall be construed. It is understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for punitive or exemplary damages or the multiple portion of any multiplied damage award.

**Loss** shall not include any portion of damages, judgments or settlements arising out of any **Claim** alleging that the **Company** paid an inadequate price or consideration for the purchase of securities.

**O.** "Outside Entity" shall mean any not-for-profit entity.

- **P** "Policy Period" shall mean the period from the inception date of this Policy to the expiration date of this Policy as set forth in Item 2 of the Declarations, or its earlier termination if applicable.
- Q. "Pollutants" shall mean any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on any list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. Pollutants shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products and any noise.
- **R.** "Pollution" shall mean the actual, alleged or threatened discharge, release, escape or disposal of **Pollutants** into or on real or personal property, water or the atmosphere. **Pollution** also means any direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- S. "Related Wrongful Acts" shall mean Wrongful Acts which are the same, related or continuous, or Wrongful Acts which arise from a common nucleus of facts. Claims can allege Related Wrongful Acts regardless of whether such Claims involve the same or different claimants, Insureds or legal causes of action.
- **T.** "Securities Claim" shall mean any Claim (including a civil lawsuit or criminal proceeding brought by the Securities and Exchange Commission, or by any similar state or foreign governmental or securities regulatory entity) made against an **Insured** alleging a violation of any law, regulation or rule, whether statutory or common law, which is:
  - (1) brought by any person or entity alleging, arising out of, based upon or attributable to the: (a) purchase or sale of, or (b) offer or solicitation of an offer to purchase or sell, any securities issued by the **Company**, or
  - brought by a security holder of the **Company**, arising solely with respect to such security holder's interest in such securities of the **Company**, whether directly, by class action, or derivatively on behalf of the **Company**.

Notwithstanding the foregoing, the term "Securities Claim" shall include an administrative or regulatory proceeding against the Company, but only if and only during the time that such proceeding is commenced and continuously maintained against an Insured Person.

The **Insurer** shall not assert that a **Loss** incurred in a **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933, as amended, constitutes an uninsurable loss and, subject to all other terms and conditions of the

Policy, shall treat that portion of all such settlements, judgments and **Costs of Defense** as constituting **Loss** under the Policy.

- **U.** "Subsidiary" shall mean any entity in which the Company owns, directly or indirectly, more than fifty percent (50%) of the voting stock:
  - (1) on or before the inception date of this Policy;
  - subsequent to the inception date of this Policy by reason of being created or acquired by the **Company** after such date, if the entity's total assets do not exceed fifteen percent (15%) of the total consolidated assets of the **Corporation** as of the inception date of this Policy; or
  - (3) subsequent to the inception date of this Policy by reason of being created or acquired by the **Company** other than as described in (2) above, coverage will be provided from the date such **Subsidiary** is created or acquired, provided that the **Corporation**, within ninety (90) days of such creation or acquisition, provides the **Insurer** with written notice thereof and agrees to any premium adjustment and/or coverage revision that may be required by the **Insurer**.

#### V. "Wrongful Act" shall mean:

- any actual or alleged act, omission, error, misstatement, misleading statement, neglect or breach of duty, or **Employment Practices Wrongful Act**, by any **Insured Person** in their capacity as such with the **Company**;
- any matter claimed against any **Insured Person** solely by reason of their capacity as such with the **Company**;
- (3) any matter claimed against any **Insured Person** arising out of their service as a director, officer, trustee or governor of an **Outside Entity**, but only if such service is at the request of the **Company**; or
- (4) any actual or alleged act, omission, error, misstatement, misleading statement, neglect or breach of duty by the **Company**, but only with respect to a **Securities Claim**.

#### **Section III.** Exclusions

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

- **A.** alleging, arising out of, based upon or attributable to:
  - an **Insured** gaining any profit, advantage or remuneration to which they were not legally entitled; provided however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred; or

- (2) the deliberately fraudulent or criminal acts of an **Insured**; provided, however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred; or
- any profits in fact made from the purchase or sale by an **Insured** of securities of the **Company** within the meaning of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provision of any state statutory law; provided, however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred.

#### Provided, however,

- (a) Exclusion A(1) shall not apply to any **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933, as amended, to the portion of any **Loss** attributable to such violations.
- (b) For the purpose of determining the applicability of Exclusion A(1), (2) and (3), it is understood and agreed that:
  - (i) the **Wrongful Act** of an **Insured Perso**n shall not be imputed to any other **Insured Person**; and
  - (ii) only the **Wrongful Act** of any past, present or future, chief executive officer, chief financial officer, chief operating officer or general counsel (or equivalent) of the **Company** shall be imputed to the **Company**.
- **B.** alleging, arising out of, based upon or attributable to any **Wrongful Act** or **Related Wrongful Acts** or any fact, circumstance or situation which has been the subject of any notice or **Claim** given under any other policy of which this Policy is a renewal or replacement;
- C. alleging, arising out of, based upon or attributable to any pending or prior civil, criminal, administrative or investigative proceeding involving the Company and/or any Insured Person as of the Pending and Prior Date stated in Item 7 of the Declarations, or any Wrongful Act or Related Wrongful Acts or any fact, circumstance or situation underlying or alleged in such proceeding;
- **D.** for any actual or alleged;
  - (1) bodily injury, sickness, disease, or death of any person; or
  - (2) damage to or destruction of any tangible property, including the loss of use thereof; or
  - (3) mental anguish, emotional distress, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, libel or

slander, however, this subsection (D)(3) does not apply to an **Employment Practice Claim**;

- E. for any **Wrongful Act** of any **Insured** in connection with any pension or welfare plan of the **Company** or of any other entity, including, without limitation, any **Claim** against any **Insured** for a violation of any of the duties, obligations and responsibilities under the Employee Retirement Income Security Act of 1974, any rules or regulations thereunder or amendments thereto;
- **F.** alleging, arising out of, based upon or attributable to a **Wrongful Act** of any **Insured Person** serving as a director, officer, trustee or governor of any entity other than the **Company** or an **Outside Enti**ty, even if such service is at the direction of the **Company**, unless otherwise endorsed on this Policy;
- G. for a **Wrongful Act** of any **Insured Person** serving as a director, officer, trustee or governor of an **Outside Entity** if such **Claim** is brought by the **Outside Entity** or by any director, officer, trustee, or governor thereof;
- **H.** which is brought by or on behalf of the **Company** or by any **Insured Person**; or which is brought by any security holder or member of the **Company**, whether directly or derivatively, unless such security holder's or member's **Claim** is instigated and continued totally independent of, and totally without solicitation of, or assistance of, or active participation of, or intervention of, the **Company** or any **Insured Person**; provided however, this exclusion shall not apply to:
  - (1) any **Claim** brought by an **Insured Person** in the form of a cross-claim or third-party claim for contribution or indemnity which is part of and results directly from a **Claim** that is covered by this Policy;
  - any **Employment Practices Claim** brought by an **Insured Person**, other than an **Insured Person** who is or was a member of the Board of Directors (or equivalent governing body) of the **Company**;
  - any **Claim** brought by the examiner, trustee, receiver, liquidator, rehabilitator or creditors' committee (or any assignee thereof) of the **Company**, in any bankruptcy proceeding by or against the **Company**;
  - (4) any **Claim** brought by any past **Director** or **Officer** of the **Company** who has not served as a duly elected or appointed director, officer, trustee, governor, management committee member, member of the management board, General Counsel or Risk Manager (or equivalent position) of or consultant for the **Company** for at least four (4) years prior to such **Claim** being first made;
  - (5) any Claim brought by a **Director** or **Officer** (or equivalent position) of a **Company** formed and operating in a foreign jurisdiction against such **Company** or any **Director** or **Officer** thereof, provided that such **Claim** is

- brought and maintained outside the United States, Canada or any other common law country (including any territories thereof); or
- any Claim brought against an Insured Person engaging in any protected activity specified in 18 U.S.C. 1514A(a) ("whistleblower" protection pursuant to the Sarbanes-Oxley Act of 2002) or any protected activity specified in any other "whistleblower" protection pursuant to any similar state, local or foreign securities laws.
- I. alleging, arising out of, based upon, or attributable to, directly or indirectly resulting from, or in consequence of, or in any way involving, **Pollution** including but not limited to any **Claim** for financial loss to the **Company**, its security holders or its creditors:
- J. for any Wrongful Act of any Subsidiary or an Insured Person of such Subsidiary or any entity that merges with the Company or an Insured Person of such entity that merges with the Company occurring:
  - (1) prior to the date such entity becomes a **Subsidiary** or is merged with the **Company**;
  - subsequent to the date such entity became a **Subsidiary** or was merged with the **Company** which, together with a **Wrongful Act** occurring prior to the date such entity became a **Subsidiary** or was merged with the **Company**, would constitute **Related Wrongful Acts**; or
  - subsequent to the date the **Corporation** ceased to own, directly or indirectly, more than fifty percent (50%) of the voting stock of such **Subsidiary**;
- **K.** which is insured in whole or in part by another valid policy or policies, (except with respect to any excess beyond the amount or amounts of coverage under such other policy or policies), whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise;
- L. for any **Employment Practices Claim** brought against the **Company**.

#### **Section IV.** Limit of Liability

- **A.** The **Insurer** shall be liable to pay **Loss** in excess of the applicable Retention amount stated in Item 4 of the Declarations up to the Limit of Liability stated in Item 3 of the Declarations.
- **B.** Costs of Defense shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations. Such Costs of Defense shall serve to reduce the Limit of Liability.

C. The liability of the **Insurer** for all **Loss** arising from any and all **Claims** first made and reported pursuant to Section VII of the Policy shall be the amount stated in Item 3 of the Declarations which shall be the maximum aggregate Limit of Liability of the **Insurer** for the **Policy Period** and Discovery Period, if applicable, regardless of the time of payment or the number of **Claims**.

#### Section V. Retention

- **A.** The Retention shall apply to all covered **Loss**, including **Costs of Defense**.
  - (1) The Retention specified in Item 4 of the Declarations shall apply as follows:
    - a. Item 4(a) Retention is applicable to **Loss** as a result of a **Claim**, including an **Employment Practice Claim**, other than a **Securities Claim**.
    - b. Item 4(b) Retention is applicable to **Loss** as a result of a **Securities Claim**.
    - c. A Retention shall not apply to a Non Indemnifiable Loss, including **Costs of Defense**.
- B. One Retention shall apply to **Loss** arising from each **Claim** alleging the same **Wrongful Act** or **Related Wrongful Acts**. The **Company** shall be responsible for, and shall hold the **Insurer** harmless from, any amount within the Retention.
- C. More than one Claim involving the same Wrongful Act or Related Wrongful Acts of one or more Insureds shall be considered a single Claim, and only one Retention shall be applicable to such single Claim. All such Claims constituting a single Claim shall be deemed to have been made on the earlier of the following dates: (1) the earliest date on which any such Claim was first made; or (2) the earliest date on which any such Wrongful Act or Related Wrongful Acts were reported under this Policy or any other policy providing similar coverage.
- D. For the purposes of the application of the Retention, Loss applicable to Insuring Agreement I.B. includes that for which indemnification is legally permissible, whether or not actual indemnification is granted. In the event the Company is unable to indemnify an Insured Person solely by reason of its Financial Insolvency, the Insurer shall, pursuant to the terms and conditions of Section VI.F, advance Costs of Defense incurred by the Insured Person without first requiring payment of the Retention applicable to Claims covered by Insuring Agreement I.B. The certificate of incorporation, charter or other organization documents of the Company, including by-laws and resolutions, shall be deemed to require indemnification and advancement of Loss of an Insured Person to the fullest extent permitted by law.

#### Section VI. Costs of Defense and Settlements

- A. The **Insured** shall not incur **Costs of Defense**, or admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the express prior written consent of the **Insurer**, which consent shall not be unreasonably withheld. The **Insured** shall provide the **Insurer** with all information and particulars it may reasonably request in order to reach a decision as to such consent. Any **Loss** resulting from any admission of liability, agreement to settle, or **Costs of Defense** incurred prior to the consent of the **Insurer**, shall not be covered hereunder.
- **B**. Notwithstanding Section VI. A. above, if all **Insureds** are able to settle all **Claims** that are subject to an applicable Retention for an amount that, together with the **Costs of Defense**, does not exceed the applicable Retention, the **Insured** may agree to such a settlement without the prior written consent of the **Insurer**.
- C. The **Insured**, and not the **Insurer**, shall have the duty to defend all Claims, provided that the **Insured** shall only retain counsel as is mutually agreed upon with the **Insurer**.
- **D**. The **Insurer** shall at all times have the right, but not the duty, to associate with the **Insured** in the investigation, defense or settlement of any **Claim** to which coverage under this Policy may apply. The **Insured** shall cooperate with the **Insurer** and provide the **Insurer** such information as it may reasonably require in the investigation, defense or settlement of any **Claim**.
- E. If a Claim made against an Insured includes both covered and uncovered matters, or is made against an Insured and others not insured, the Insured and the Insurer recognize that there must be an allocation between covered and uncovered Loss. The Insured and the Insurer shall use their best efforts to agree upon a fair and proper allocation between covered and uncovered Loss, taking into account the relative legal and financial exposures, and the relative benefits obtained by each Insured as a result of the covered and uncovered matters and/or such benefits to an uninsured party using the same measure. If the Insured and the Insurer are not able to come to some agreement regarding the amount of the allocation, then the Insurer shall pay only those amounts, excess of the applicable Retention amount, which the Insurer deems to be fair and equitable until a different amount shall be agreed upon or determined pursuant to the provisions of this Policy and the above standards.
- **F.** The **Insurer** shall advance **Costs of Defense** prior to the final disposition of any **Claim**, provided such **Claim** is covered by this Policy. Any advancement shall be on the condition that:
  - (1) the appropriate Retention has been satisfied, provided, however, this condition shall not apply in the event of the **Financial Insolvency** of the **Company**;

- any amounts advanced by the **Insurer** shall serve to reduce the Limit of Liability stated in Item 3 of the Declarations to the extent they are not in fact repaid;
- (3) the **Insured** and the **Insurer** have agreed upon the portion of the **Costs of Defense** attributable to covered **Claims** against the **Insured**; provided, however, if there is no agreement, the **Insurer** shall pay, excess of the Retention, what it determines fair and reasonable until such is otherwise established; and
- (4) in the event it is finally established that the **Insurer** has no liability under the Policy for such **Claim**, the **Insured** will repay the **Insurer** all **Costs of Defense** advanced by virtue of this provision.

#### Section VII. Notice of Claim

- A. The **Insured** shall, as a condition precedent to their rights under this Policy, give the **Insurer** notice in writing of any **Claim** which is made during the Policy **Period**. Such notice shall be given as soon as practicable but in no event later than thirty (30) days after the end of the **Policy Period** or Discovery Period, if applicable. If notice is provided pursuant to this Section, any **Claim** subsequently made against an **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Acts**, shall be considered related to the prior **Claim** and made at the time notice of the prior **Claim** was first provided.
- B. If during the Policy Period or during the Discovery Period (if applicable) the Company or an Insured shall become aware of any circumstances which may reasonably be expected to give rise to a Claim being made against an Insured and shall give written notice to the Insurer of the circumstances, the Wrongful Act allegations anticipated and the reasons for anticipating such a Claim, with full particulars as to dates, persons and entities involved, then a Claim which is subsequently made against such Insured and reported to the Insurer alleging, arising out of, based upon or attributable to such circumstances or alleging any Related Wrongful Acts, shall be considered made at the time notice of such circumstances was given. Notice of any such subsequent Claim shall be given to the Insurer as soon as practicable.
- C. In addition to furnishing the notice as provided in Section VII, the **Insured** shall, as soon as practicable, furnish the **Insurer** with copies of reports, investigations, pleadings and other papers in connection therewith.
- **D**. Notice to the **Insurer** as provided in Section VII shall be given to the **Insurer** identified in and to the address stated in Item 8 of the Declarations.

#### Section VIII. Discovery Period

- A. In the event the **Insurer** or the **Corporation** refuses to renew this Policy, the **Corporation** shall have the right, upon payment of one hundred percent (100%) of the annual premium, (or if the **Policy Period** is other than annual, one hundred percent (100%) of the annualized premium), to an extension of the coverage provided by this Policy with respect to any **Claim** first made against any **Insured** during the period of twelve (12) months after the end of the **Policy Period** and reported to the **Insurer** pursuant to the provisions of this Policy, but only with respect to any **Wrongful Act** committed or alleged to have been committed before the end of the **Policy Period**. This twelve (12) month period shall be referred to in this Policy as the Discovery Period.
- **B.** As a condition precedent to the right to purchase the Discovery Period, the total premium for this Policy must have been paid, and a written request together with payment of the appropriate premium for the Discovery Period must be provided to the **Insurer** no later than thirty (30) days after the end of the **Policy Period**.
- C. The fact that the coverage provided by this Policy may be extended by virtue of the purchase of the Discovery Period shall not in any way increase the Limit of Liability stated in Item 3 of the Declarations. For purposes of the Limit of Liability, the Discovery Period is considered to be part of, and not in addition to, the **Policy Period**.

#### **Section IX.** General Conditions

#### **A.** Cancellation or Non-Renewal

- (1) This Policy may be cancelled by the **Corporation** at any time by written notice to the **Insurer**. Upon cancellation, the **Insurer** shall retain the customary short rate portion of the premium, unless this Policy is converted to Run-Off pursuant to Section IX.D. wherein the entire premium for this Policy shall be deemed earned.
- (2) This Policy may only be cancelled by the **Insurer** if the **Corporation** does not pay the premium when due. The **Insurer** shall mail or deliver notice of cancellation to the **Corporation** at least ten (10) days before the effective date of cancellation.
- (3) If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Corporation** with no less than sixty (60) days advance notice thereof.

#### **B.** Application

It is agreed by the Company and the Directors and Officers that the particulars and statements contained in the Application and any information provided

therewith (which shall be on file with the **Insurer** and be deemed attached hereto as if physically attached hereto) are the basis of this Policy and are to be considered as incorporated in and constituting a part of this Policy. It is further agreed by the **Company** and the **Directors** and **Officers** that the statements in the **Application** or in any information provided therewith are their representations, that they are material and that this Policy is issued in reliance upon the truth of such representations. Knowledge of any **Insured Person** of a misstatement or omission in the **Application**, shall not be imputed to any other **Insured Person** for purposes of determining the validity of this Policy as to such other **Insured Person**.

#### **C.** Action Against the Insurer

- (1) No action shall be taken against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, and until the obligation of the **Insured** to pay shall have been finally determined by an adjudication against the **Insured** or by written agreement of the **Insured**, claimant and the **Insurer**.
- (2) No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against an **Insured** nor shall the **Insurer** be impleaded by any **Insured** or their legal representative in any such **Claim**.

#### **D.** Conversion to Run-Off Coverage

If, during the **Policy Period**, a transaction occurs wherein another entity gains control of the **Corporation** through the ownership of more than fifty percent (50%) of the voting stock of the **Corporation**, or the **Corporation** merges into another entity or consolidates with another entity such that the **Corporation** is not the surviving entity, then:

- (1) this Policy shall only apply to **Wrongful Acts** actually or allegedly committed on or before the effective date of such transaction; and
- (2) the entire premium for this Policy shall be deemed earned as of the date of such transaction.

#### **E.** Outside Entity Provision

In the event a **Claim** is made against any **Insured Person** arising out of their service as a director, officer, trustee or governor of an **Outside Entity**, coverage as may be afforded under this Policy shall be excess of any indemnification provided by the **Outside Entity** and any insurance provided to the **Outside Entity** which covers its directors, officers, trustees or governors.

#### **F.** Coverage Extensions

(1) Lawful Spouse or Domestic Partner Provision

The coverage provided by this Policy shall also apply to the lawful spouse or **Domestic Partner** of an **Insured Person**, but only for a **Claim** arising out of any actual or alleged **Wrongful Acts** of such **Insured Person**.

(2) Worldwide Provision

The coverage provided under this Policy shall apply worldwide. The term **Directors** and **Officers** is deemed to include individuals who serve in equivalent positions in foreign Subsidiaries.

- (3) Estates and Legal Representatives
  - a. The coverage provided by this Policy shall also apply to the estates, heirs, legal representatives or assigns of any **Insured Person** in the event of their death, incapacity or bankruptcy, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Person**.
  - b. In the event a bankruptcy proceeding shall be instituted by or against the **Company**, the resulting debtor-in-possession (or equivalent status outside the United States of America) shall be deemed to be the **Company**, but only with respect to coverage provided under Insuring Agreements I. B. and C.

#### **G.** Priority of Payments

- (1) In the event of **Financial Insolvency**, or the refusal of the **Corporation** to indemnify or advance the indemnification of an **Insured Person**, and there is **Loss** arising from one or more covered **Claims** for which payment is due under this Policy, the **Insurer** shall:
  - **a.** first pay such **Loss** for which coverage is provided under Section I.(A) of this Policy; then
  - **b.** with respect to whatever remaining amount of the Limit of Liability is available after payment pursuant to Section G(1)(a) above, pay such **Loss** for which coverage is provided under any other Insuring Agreement of this Policy.
- (2) Subject to the provisions of paragraph (1) above, the **Insurer** shall, at the written request of the **Corporation**, delay payment of **Loss** for which coverage is provided under any Insuring Agreement other than Section I (A) until such time as the **Corporation** designates; provided the liability of the **Insurer** with respect to such delayed payment shall not be increased, and shall not include any interest as a result of such delay. The **Corporation** shall provide written notice to the **Insurer** when such

delayed payment shall be made. Such written notice shall be deemed consent from all **Insureds**, including all **Insured Persons**, to release such payment and the **Insurer** shall have no further obligation under this Policy with respect to such funds.

#### H. Subrogation

In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the **Insureds'** rights of recovery and the **Company** and **Insured Persons** shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured Person** or the **Company**.

#### I. Dispute Resolution

In the event any dispute arises in connection with this Policy that cannot be resolved, the **Insurer** and the **Insured** shall participate in a non-binding mediation in which the **Insurer** and the **Insureds** shall attempt in good faith to resolve such dispute. Either the **Insured** or the **Insurer** shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration, to resolve such dispute. However, no judicial proceeding or arbitration shall be commenced until termination of the mediation and until at least 90 days has passed from the termination of the mediation. Each party will bear its own legal fees and expenses. The costs and expenses of a mediation, or any arbitration, shall be split equally by the parties.

#### J. Assignment

Assignment of interest under this Policy shall not bind the **Insurer** until its consent is endorsed hereon.

#### **K.** Conformity to Statute

Any terms of this Policy which are in conflict with the terms of any applicable laws are hereby amended to conform to such laws.

#### **L.** Entire Agreement

By acceptance of this Policy, all **Insureds** and the **Insurer** agree that this Policy (including the Declarations, **Application** submitted to the **Insurer** and any information provided therewith) and any written endorsements attached hereto constitute the entire agreement between the parties. The terms, conditions and limitations of this Policy can be waived or changed only by written endorsement.

#### M. Corporation Represents Insured

By acceptance of this Policy, the **Corporation** shall be designated to act on behalf of all **Insureds** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under this Policy.

#### **N.** Representative of the Insurer

Ironshore Insurance Services, LLC, 1 Exchange Plaza (55 Broadway), New York, NY 10006 shall act on behalf of the **Insurer** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, provided, however, notice of **Claims** shall be given pursuant to Section VII of the Policy.

#### O. Service of Suit

In the event of the failure of the **Insurer** to pay any amount claimed to be due hereunder, the **Insurer**, at the request of the **Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this condition constitutes or shall be understood to constitute a waiver of the right of the **Insurer** to commence an action in any court of competent jurisdiction within the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Service of process in any such suit may be made upon Ironshore Insurance Services, LLC, 1 Exchange Plaza (55 Broadway), New York, NY 10006. In any suit instituted against the **Insurer** upon this Policy the **Insurer** will abide by the final decision of such court or of any appellate court in the event of any appeal.

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Insurer** hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office, as its true and lawful attorney upon whom may be served lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this Policy, and hereby designates the above named Ironshore Insurance Services, LLC, 1 Exchange Plaza (55 Broadway), New York, NY 10006 as the entity to whom said officer is authorized to mail such process or a true copy thereof.

#### P. Bankruptcy

Bankruptcy or insolvency of the **Company** or any **Insured Person** shall not relieve the **Insurer** of any of its obligations under this Policy.

#### Q. Headings

	The descriptions in the headings of this Policy form no part of the terms and conditions of the coverage under this Policy.	
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PUB.003	<del>- ·</del>	

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

ENDORSEMENT #:	
Policy Number:	Effective Date of Endorsement:
THIS ENDORSEMENT CHANGES THE POLIC	Y. PLEASE READ CAREFULY.
ADDITION TO THE TERM "SU (NO ADDITIONAL PREM	
In consideration of the premium charged, it is hereby underston. " <b>Subsidiary</b> " is hereby amended to include the following:	ood and agreed that Section II. Definitions
Subsidiary Pending and P	Prior Date
ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UN	NCHANGED

Date

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

Policy Number:	Effective Date of Endorsement:
THIS ENDORSEMENT CHANGES	THE POLICY. PLEASE READ CAREFULY.
ADDITION TO	ΓΗΕ TERM <b>"SUBSIDIARY"</b>
In consideration of the additional premium of \$\cong II. Definitions U. " <b>Subsidiary</b> " is hereby amende	5, it is hereby understood and agreed that Section ed to include the following:
Subsidiary	Pending and Prior Date
ALL OTHER TERMS, CONDITIONS AND EXCLUSION	ONS REMAIN UNCHANGED
Authorized Representative	Date

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

Policy Numbe	~:	Effective Date of Endorsement:
THIS EN	DORSEMENT CHANG	ES THE POLICY. PLEASE READ CAREFULY.
	SUBSIDIARY – AUTO	SUBSIDIARY THRESHOLD DECREASED
	•	is hereby understood and agreed that Section II. Definitions and replaced with the following:
(2)	by the <b>Company</b> after such	n date of this Policy by reason of being created or acquired date, if the entity's total assets do not exceed ten percent ated assets of the <b>Corporation</b> as of the inception date of this
ALL OTHER TER	MS, CONDITIONS AND EXCL	USIONS REMAIN UNCHANGED.
Authorized Re	presentative	Date

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

Policy Number:	Effective Date of Endorsement:
THIS ENDORSEMENT CHANGI	ES THE POLICY. PLEASE READ CAREFULY.
CAPTIVE INSUF	RANCE COMPANY EXCLUSION
shall not be liable to make any paymen any <b>Insured</b> alleging, arising out o management, operation or control by	d, it is hereby understood and agreed that the Insurer ts for Loss in connection with any Claim made against f, based upon or attributable to the ownership, the Company of any captive insurance company or y Claim alleging the insolvency or bankruptcy of the management, operation or control.
ALL OTHER TERMS, CONDITIONS AND EX	CLUSIONS REMAIN UNCHANGED.
Authorized Representative	Date

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

Policy Number	Effective Date of Endorsement:
THIS EN	DORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY.
	COMMISSIONS EXCLUSION
shall not be I	on of the premium charged, it is hereby understood and agreed that the <b>Insurer</b> iable to make any payment for <b>Loss</b> in connection with any <b>Claim</b> made against illeging, arising out of, based upon, or attributable to any:
(i)	Payment, commission, gratuity, benefit or any other favors to or for the benefit of any full or part-time domestic or foreign government or armed services official, agent, representative, employee or any member of their family or any entity with which they are affiliated; or
(ii)	Payment, commission, gratuity, benefit or any other favor to or for the benefit of any full or part-time official, director, agent, partner, representative, principal shareholder, or owner or employee, or "affiliate" (as that term is defined in The Securities Exchange Act of 1934, including any officer, director, agent, owner, partner, representative, principal shareholder or employee of such affiliate) of any customer of the Company or any member of their family or any entity with which they are affiliated; or
(iii)	Political contribution, whether domestic or foreign.
ALL OTHER TE	ERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.
Authorized Ro	epresentative Date

# NATIONAL SPECIALTY INSURANCE COMPANY A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TV 76120

Forth Worth, TX 76120 (877) 476-6411

#### ENDORSEMENT #:

Policy Number:	Effective Date of Endorsement:
THIS ENDORSEMENT CHANGES TH	E POLICY. PLEASE READ CAREFULY.
EMPLOYMENT PRACTI	CES CLAIMS EXCLUSION
In consideration of the premium charged, it is h Insurer shall not be liable to make any paymen Employment Practices Claim made against an	nt for <b>Loss</b> in connection with any
ALL OTHER TERMS, CONDITIONS AND L	IMITATIONS REMAIN UNCHANGED.

Date

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

#### ENDORSEMENT #:

		ENDORSEINENT #.
Polic	y Nun	mber: Effective Date of Endorsement:
THI	IS EN	DORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY.
		EXTRADITION COVERAGE
	Section	ion of the premium charged, it is understood and agreed that, where permitte on II. Definitions, B. Claim and E. Costs of Defense, are amended to include the
1. (	Claim	also means any:
(	(a)	official request for Extradition of any Insured Person; or
(	(b)	the execution of a warrant for the arrest of an <b>Insured Person</b> where sue execution is an element of Extradition.
i	ncurre	of Defense also means reasonable and necessary fees, costs and expensed through legal counsel and consented to by the Insurer resulting from and Person lawfully:
(	(a)	opposing, challenging, resisting or defending against any request for or a effort to obtain the Extradition of that Insured Person; or
(	(b)	appealing any order or other grant of Extradition of that Insured Person.
F	Persor	ndition", as used herein shall mean any formal process by which an <b>Insure</b> n located in any country is surrendered to any other country for trial wise to answer any criminal accusation.
ALL OTH	IER TE	ERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Date

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

F	N	D	O	R	ς	FI	M	F	N	Т	#:	

Policy Number:	Effective Date of Endorsement:
THIS ENDORSEMENT CHANGES	THE POLICY. PLEASE READ CAREFULY.
INSURED	PERSONS AMENDED
	hereby understood and agreed that Section II. Definitions e following, solely in respect to his or her capacity as
<u>Insured Persons</u>	<u>Capacity</u>
All other terms, conditions, and exclusions rem	nain unchanged
Authorized Representative	Date

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

#### **ENDORSEMENT #:**

Policy Number:	Effective Date of Endorsement:
THIS ENDORSEMENT CHANGES THE PO	LICY. PLEASE READ CAREFULY.
MAJOR SHAREHOLDE	R EXCLUSION
In consideration of the premium charged it is herel shall not be liable to make any payment for Loss i any Insured which is brought by any individual obeneficially, directly or indirectly) % or mor Company (hereinafter "Major Shareholder"); or whether directly or derivatively, unless such secontinued totally independent of, and totally without Major Shareholder.	n connection with any Claim made against or entity that owns or controls (whether re of the outstanding voting stock of the by any security holder of the Company ecurity holder's Claim is instigated and
ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS RE	EMAIN UNCHANGED.

Date

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

#### **ENDORSEMENT #:**

Policy Number: Effective Date of Endorsement:

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

- A. alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly the hazardous properties of nuclear material, including, but not limited to:
  - (1) nuclear material located at any nuclear facility owned by, or operated by or on behalf of, any **Insured**, or discharged or dispersed therefrom; or
  - nuclear material contained in spent fuel or waste which was or is at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any Insured; or
  - (3) the furnishing by any **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; or
  - (4) claims for damages to the **Company** or its shareholders which alleging, arising out of, based upon, or attributable to, or in any way involving, directly or indirectly, the hazardous properties of nuclear material.

В.

(1) which is insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability underwriters, or Nuclear Insurance Association of Canada, or would be insured under any such policy but for its termination or exhaustion of its limit of liability; or,

(2) with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this Policy not been issued would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

#### As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material:

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

#### "nuclear facility" means:

- any nuclear reactor, (a)
- any equipment or device designed or used for (1) separating the isotopes of (b) uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- any equipment or device used for the processing, fabricating or alloying of (c) special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

sion in a self-

"nuclear reactor" means any apparatus designed of supporting chain reaction or to contain a critical m	
ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS F	REMAIN UNCHANGED.
Authorized Representative	Date

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

Policy Number: Effective Date of Endorsement:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULY.

OUTSIDE ENTITY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Section II. Definitions O. "Outside Entity" is amended to include the following:

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

Date

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

Policy Number:	Effective Date of Endorsement:
THIS ENDORSEMENT CHANG	ES THE POLICY. PLEASE READ CAREFULY.
	ON AND KNOWN WRONGFUL ACTS EXCLUSION OR EXCESS LIMITS
respect to \$ excess of \$ of	rged, it is hereby understood and agreed that with the Limit of Liability stated in the Declarations, the payment for Loss in connection with any Claim made
administrative or investigative	sed upon or attributable to, any civil, criminal, proceeding pending or prior to, or any Wrongful or any fact circumstance or situation, underlying or proceeding.
	rring prior to if any <b>Insured</b> knew or could have <b>Wrongful Act</b> could lead to a <b>Claim</b> under the limit of .
ALL OTHER TERMS, CONDITIONS AND EX	CLUSIONS REMAIN UNCHANGED.
Authorized Representative	Date

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

Policy Number:	Effective Date of Endorsement:
THIS ENDORSEMENT CHANGES T	THE POLICY. PLEASE READ CAREFULY.
EXPANDE	O POLICY PERIOD
	um of \$ (pro rata amount of the annual reed that the Item 2 of the Declarations entitled I replaced with the following:
POLICY PERIOD: FROM: (12:01 A.M. standard time at the address st	TO: ated in Item 1.)
It is further understood and agreed that th shall be part of and not in addition to the L	e Limit of Liability for the expanded <b>Policy Period</b> imit of Liability stated in the Declarations.
ALL OTHER TERMS, CONDITIONS AND EXCLU	SIONS REMAIN UNCHANGED.
Authorized Representative	Date

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

Policy Number:	Effective Date of Endorsement:				
THIS ENDORSEMENT CHANGES TH	E POLICY. PLEASE READ CAREFULY.				
PRIOR ACT	S EXCLUSION				
n consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim for any Nrongful Act which occurred prior to . Loss arising out of the same Wrongful Act or Related Wrongful Acts shall be deemed to arise from the first such Wrongful Act					
ALL OTHER TERMS, CONDITIONS AND EXCLUSION	ON REMAIN UNCHANGED.				
Authorized Representative	Date				

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

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Policy Number:	Effective Date of Endorsement:
THIS ENDORSEMENT CHANGES	THE POLICY. PLEASE READ CAREFULY.
	RS & OMISSIONS EXCLUSION ies Claim Carve-Out)
In consideration of the premium charged, it is <b>Insurer</b> shall not be liable to make any pays made against any <b>Insured</b> alleging, arising of performance of or failure to perform profess error or omission relating thereto.	ment for <b>Loss</b> in connection with any <b>Claim</b> out of, based upon or attributable to the
Notwithstanding the foregoing, it is further ushall not apply to any <b>Securities Claim</b> .	understood and agreed that this endorsement
ALL OTHER TERMS, CONDITIONS ANI	EXCLUSIONS REMAIN UNCHANGED.

Date

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

#### **ENDORSEMENT #:**

Policy Number:	Effective Date of Endorsement:
THIS ENDORSEMENT CHANGES THE	POLICY. PLEASE READ CAREFULY
"Run-Off"	Coverage
In consideration of the additional premium of \$ "Effective Date" of the "Transaction", coverage under for any <b>Claim</b> made against any <b>Insured</b> and reporter forth below.	er this Policy shall be converted to Run-Off coverage
Notwithstanding any other provision of the Policy, co shall apply solely with respect to any <b>Wrongful Act</b> of to the Effective Date.	
The limit of liability of the Run-Off Period shall be p stated in Item 3 of the Declarations.	part of, and not in addition to, the Limit of Liability
"Transaction" shall mean	
"Effective Date" shall mean	
"Run-Off Period" shall mean	<del></del>
"Successor Company" shall mean	
Section II. Definitions, P. "Policy Period" is deleted in	its entirety and replaced with the following:
P. "Policy Period" shall mean the Run-Off Per	riod.
Section V. Retention, B and D are deleted in their ent	irety and replaced with the following:

B. One Retention shall apply to **Loss** arising from each **Claim** alleging the same **Wrongful Act** or **Related Wrongful Acts**. The **Company** and the Successor Company shall be responsible

for, and shall hold the **Insurer** harmless from, any amount within the Retention.

D. For the purposes of the application of the Retention, Loss applicable to Insuring Agreement I.B. includes that for which indemnification is legally permissible, whether or not actual indemnification is granted. In the event the Company and the Successor Company are unable to indemnify an Insured Person solely by reason of its Financial Insolvency, the Insurer shall, pursuant to the terms and conditions of Section VI.F, advance Costs of Defense incurred by the Insured Person without first requiring payment of the Retention applicable to Claims covered by Insuring Agreement I.B. The certificate of incorporation, charter or other organization documents of the Company, including by-laws and resolutions, shall be deemed to require indemnification and advancement of Loss of an Insured Person to the fullest extent permitted by law.

Section VII.A. Notice of Claim, is deleted in its entirety and replaced with the following:

A. The **Insured** shall, as a condition precedent to their rights under this Policy, give the **Insurer** notice in writing of any **Claim** which is made during the Run-Off Period. Such notice shall be given as soon as practicable within the Run-Off Period. If notice is provided pursuant to this Section, any **Claim** subsequently made against an **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Acts**, shall be considered related to the prior **Claim** and made at the time notice of the prior **Claim** was first provided.

Section VII.B. Notice of Claim, is deleted in its entirety.

Section VIII. Discovery Period, is deleted in its entirety.

Section IX. General Conditions, A. Cancellation, is deleted in its entirety and replaced with the following:

A. Cancellation

This Policy may only be cancelled in the event of non-payment of premium by

the **Corporation**.

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ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY REMAIN UNCHANGED.

Authorized Representative	Date

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

Policy Number:	Effective Date of Endorsement:
THIS ENDORSEMENT CHANGES T	HE POLICY. PLEASE READ CAREFULY.
	ITITY EXCLUSION GHT BY OR AGAINST)
	is hereby understood and agreed that the Insurer Loss in connection with any Claim made against ficer of such entity:
<ol> <li>(including any subsidiary or af</li> </ol>	filiate thereof)
	Insurer shall not be liable to make any payment ght by or on behalf of any entity listed below or urity holder of such entity:
1. (including any subsidiary or af	filiate thereof)
2. (including any subsidiary or af	filiate thereof)
ALL OTHER TERMS, CONDITIONS AND EXCLUS	IONS REMAIN UNCHANGED.
Authorized Representative	Date

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

#### **ENDORSEMENT #:**

Policy Number:	Effective Date of Endorsement:
THIS ENDORSEMENT CHANGES THE P	OLICY. PLEASE READ CAREFULY.
SPECIFIC INDIVIDUA	AL EXCLUSION
In consideration of the premium charged, it is her shall not be liable to make any payment for Loss on behalf of any individual listed below, and/o director, officer, management committee member entity in which such individual owns, or controls, interest (individually or collectively) either direct future director or officer (or equivalent position) of	in connection with any Claim brought by or or any entity of which such individual is a er or trustee (or equivalent position), or any 5% or more of an equity or debt ownership tly or indirectly and/or any past, present or
INDIVIDU	J <u>AL</u>
ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS I	REMAIN UNCHANGED.

Date

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

#### **ENDORSEMENT #:**

Policy Number:	Effective Date of Endorsement:
THIS ENDORSEMENT CHANGES	THE POLICY. PLEASE READ CAREFULY.
	ON/CLAIM/LITIGATION/EVENT CT EXCLUSION
limiting the effectiveness of Exclusions B of make any payment for Loss in connection action referred to below (hereinafter "Ev disposition, resolution or defense of any Exclusion actions are connected to be a second	it is hereby understood and agreed that, without or C of the Policy, the Insurer shall not be liable to in with any Claim, notice, event, investigation or ents"); the prosecution, adjudication, settlement, yent; any Claim arising from an Event; or any Claim ted Wrongful Acts, or any fact, circumstance or
<u>EVENTS</u>	
ALL OTHER TERMS, CONDITIONS AND EXCLU	JSION REMAIN UNCHANGED.
Authorized Representative	Date

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ARKANSAS AMENDATORY ENDORSEMENT

Endorsement forming a part of and attaching to this Directors, Officers, and Public Company Liability Insurance Policy as stated above.

It is hereby understood and agreed that:

- 1. Subparagraph (2) of Paragraph A. Cancellation or Non-Renewal of **Section IX. General Conditions** is hereby deleted in its entirety and replaced by the following:
  - (2) Should the **Insurer** decide to nonrenew this Policy, then the **Insurer** shall mail written notice of nonrenewal to the **Corporation** at the principal address shown in Item 1. of the Declarations at least sixty (60) days before the end of the **Policy Period**.

Should the **Insurer** revise its rates or rules resulting in a premium increase equal to or greater than twenty-five percent (25%) on any renewal Policy issued for a term of twelve (12) months or less, the **Insurer** shall mail or deliver to the **Corporation's** agent not less than thirty (30) days prior to the effective date of renewal, and to the **Corporation** not less than ten (10) days prior to the effective date of renewal, notice specifically stating the **Insurer's** intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).

- 2. Section VII. Notice of Claim is hereby amended by the addition of the following:
  - E. Notice given by or on behalf of the **Corporation** to any authorized agent of the **Insurer** with specific information to identify the **Insured** is deemed notice of **Claim** to the **Insurer**.
- 3. Paragraph A. of **Section VII. Notice of Claim** is hereby deleted in its entirety and replaced by the following:
  - A. The Insured shall, as a condition precedent to their rights under this Policy, give the Insurer notice in writing of any Claim which is made during the Policy Period or Discovery period. Such notice shall be given as soon as practicable but in no event later than sixty (60) days after the end of the Policy Period or Discovery Period, if applicable. If notice is provided pursuant to this Section, any Claim subsequently made against an Insured and reported to the Insurer alleging, arising out of, based upon or attributable to the prior noticed Claim or alleging any Related Wrongful Acts, shall be considered related to the prior Claim and made at the time notice of the prior Claim was first provided.
- 4. Paragraph **B**. of **Section VIII** . **Discovery Period** is hereby deleted in its entirety and replaced by the following:
  - B As a condition precedent to the right to purchase the Discovery Period, a written request, together with payment of the appropriate premium for the Discovery Period, must be provided to the **Insurer** no later than sixty (60) days after the end of the **Policy Period**.
- 5. Paragraph **C**. of **Section VIII. Discovery Period** is hereby deleted in its entirety and replaced by the following:

PBDO AR (11/07) Page 1 of 2

- **C.** For purposes of the Limit of Liability, the Discovery Period is in addition to the Limit of Liability provided during the **Policy Period**. The Limit of Liability for the Discovery Period shall be the greater of the remainder of the expiring policy aggregate limit or 50 % of the aggregate policy limit.
- 6. **Section IX. General Conditions** is hereby amended by the addition of the following:

The Arkansas Insurance Department can be contacted at the following address and telephone number:

Arkansas Insurance Department Consumer Services Division 1200 W. 3<sup>rd</sup> Street Little Rock, AR 72201-1904 Telephone (800) 852-5494 or (501) 371-2640

All other terms and conditions of this policy remain unchanged.

PBDO AR (11/07) Page 2 of 2

SERFF Tracking Number: STNA-125343889 State: Arkansas
Filing Company: National Specialty Insurance Company State Tracking Number: #25696 \$50

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

#### **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: STNA-125343889 State: Arkansas
Filing Company: National Specialty Insurance Company State Tracking Number: #25696 \$50

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

#### **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Uniform Transmittal Document- Approved 12/07/2007

Property & Casualty

Comments:

The attached Transmittal Forms satisfy Arkansas filing requirements.

Attachment:

Copy of NAIC 01-06.pdf

**Review Status:** 

Satisfied -Name: Letter of Authorization Approved 12/07/2007

**Comments:** 

The attached Letter of Authorization allows Westmont Associates, Inc., to file on behalf of the Company.

Attachment:

FAL IRO AR GL PUB F 10-24-2007.pdf

**Review Status:** 

Satisfied -Name: Forms Listing Approved 12/07/2007

Comments:

Attached is the forms listing.

Attachment:

Form Listing.pdf

**Review Status:** 

Satisfied -Name: Cover Letter Approved 12/07/2007

**Comments:** 

The attached Cover Letter explains the purpose of this filing.

Attachment:

Cover Letter - Forms.pdf

### Property & Casualty Transmittal Document (Revised 1/1/06)

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6.	Name and address	Title	Te	lephor	ne #s		AX#		e-mail	
	Wesley Pohler									
	·	AVP	(856	<u>(a)</u> 216-02	220	(856) 2	216-0303	wes@v	westmontlaw.cor	n
	25 Chestnut Street, Suite 105, Haddonfield, NJ 08003									
			777	1	- D - 1	. 1				
7.	Signature of authorized filer		Wesley Pohler							
8.	Please print name of authorize	ed filer	Wes	ley Poh	ler					
Filir	ng information (see General In									
9.	Type of Insurance (TOI),							- 0000	Other Liability	
10.	Sub-Type of Insurance (Sub-TOI)		17.0006	- Direct	ors & O	tticers	Liability			
11.	State Specific Product code( applicable) [See State Specific Red	s) (IT guirements] N	N/a							
12.	Company Program Title (mark									
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PC TD-1 pg 1 of 2

## Property & Casualty Transmittal Document ---

20. This filing transmittal is part of Company Tracking # PUB-07-001							
21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text							
Submission of new Public Company D&O product for rates and rules.							
22. <b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [if a state requires you to show how you calculated your filing fees, place that calculation below]							
Check #: 25696							
Amount: \$50.00							
Refer to each state's checklist for additional state specific requirements or instructions on							
calculating fees.							
***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies							
required, other state specific forms, etc.)							

PC TD-1 pg 2 of 2

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking # PUB-07-001					
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)  n/a					
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state	
01	Application for Insurance	PUB.001	New Replacement Withdrawn			
02	Directors & Officers Liability Insurance Policy With Public Company Securities Claims Coverage With Costs of Defense Included in the Limit of Liability Declarations (Admitted)	PUB.002	New Replacement Withdrawn			
03	Directors & Officers Liability Insurance Policy With Public Company Securities Claims Coverage	PUB.003	New Replacement Withdrawn			
04	Addition to the Term "Subsidiary" (No Additional Premium)	PUB.EX.001	New Replacement Withdrawn			
05	Addition to the Term "Subsidiary"	PUB.EX.002	New Replacement Withdrawn			
06	Subsidiary - Auto Subsidiary Threshold Decreased	PUB.EX.003	New Replacement Withdrawn			
07	Captive Insurance Company Exclusion	PUB.EX.004	New Replacement Withdrawn			
08	Commissions Exclusion	PUB.EX.005	New Replacement Withdrawn			
09	Employment Practices Claims Exclusion	PUB.EX.006	New Replacement Withdrawn			
10	Extradition Coverage	PUB.EX.007	New Replacement Withdrawn			

PC FFS-1

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal i	s part of Company Track	ing # PUB-07-001			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)  n/a					
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state	
11	Insured Persons Amended	PUB.EX.008	New Replacement Withdrawn			
	Major Shareholder Exclusion	PUB.EX.009	New Replacement Withdrawn			
13	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	PUB.EX.010	New Replacement Withdrawn			
14	Outside Entity Endorsement	PUB.EX.011	New Replacement Withdrawn			
15	Pending And Prior Litigation And Known Wrongful Acts Exclusion For Excess Limits	PUB.EX.012	New Replacement Withdrawn			
16	Expanded Policy Period	PUB.EX.013	New Replacement Withdrawn			
17	Prior Acts Exclusion	PUB.EX.014	New Replacement Withdrawn			
18	Professional Errors & Omissions Exclusion (With Securities Claim Carve-Out)	PUB.EX.015	New Replacement Withdrawn			
19	"Run-Off" Coverage	PUB.EX.016	New Replacement Withdrawn			
20	Specific Entity Exclusion (Claims Brought By or Against)	PUB.EX.017	New Replacement Withdrawn			

PC FFS-1

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking # PUB-07-001					
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)  n/a					
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state	
	Specific Individual Exclusion	PUB.EX.018	New Replacement Withdrawn			
22	Specific Investigation/Claim/Litigatio n/Event Or Act Exclusion	PUB.EX.019	New Replacement Withdrawn			
23	Arkansas Amendatory Endorsement	PBDO AR (10/07)	New Replacement Withdrawn			
24			New Replacement Withdrawn			
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30			New Replacement Withdrawn			

PC FFS-1



October 24, 2007

Julie Benafield Bowman, Commissioner Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

Re: Letter of Filing Authorization

**National Specialty Insurance Company** 

General Liability - Public Company D&O Program

**Initial Form Filing** 

Dear Ladies/Gentlemen:

This letter will certify that Westmont Associates, Inc. has been given full authorization to submit the captioned filing on behalf of National Specialty Insurance Company. This authorization extends to all correspondence related to the referenced filing only. It does not apply to any subsequent filings made after the approval of the referenced filing.

Please direct all correspondence in relation to this filing directly to Mr. Wesley Pohler of Westmont Associates, Inc., 25 Chestnut Street, Suite 105, Haddonfield, NJ 08033. Should you have any questions concerning this filing, please contact Mr. Pohler at (856) 216-0220, Fax (856) 216-0303 or by email at <a href="Wes@westmontlaw.com">Wes@westmontlaw.com</a>.

Thank you for your assistance in this matter.

Sincerely,

David M. Cleff

Senior Vice President and General Counsel

Cc: File (Ironshore)

## NATIONAL SPECIALTY INSURANCE COMPANY

## DIRECTORS & OFFICERS LIABILITY INSURANCE POLICY WITH PUBLIC COMPANY SECURITIES CLAIMS COVERAGE

#### **FORMS LISTING**

Form Number	Form Title
PUB.001	Application for Insurance
PUB.002	Directors & Officers Liability Insurance Policy With Public
	Company Securities Claims Coverage With Costs of Defense
	Included in the Limit of Liability Declarations (Admitted)
PUB.003	Directors & Officers Liability Insurance Policy With Public
	Company Securities Claims Coverage
PUB.EX.001	Addition to the Term "Subsidiary" (No Additional Premium)
PUB.EX.002	Addition to the Term "Subsidiary"
PUB.EX.003	Subsidiary – Auto Subsidiary Threshold Decreased
PUB.EX.004	Captive Insurance Company Exclusion
PUB.EX.005	Commissions Exclusion
PUB.EX.006	Employment Practices Claims Exclusion
PUB.EX.007	Extradition Coverage
PUB.EX.008	Insured Persons Amended
PUB.EX.009	Major Shareholder Exclusion
PUB.EX.010	Nuclear Energy Liability Exclusion Endorsement
	(Broad Form)
PUB.EX.011	Outside Entity Endorsement
PUB.EX.012	Pending And Prior Litigation And Known Wrongful Acts Exclusion
	For Excess Limits
PUB.EX.013	Expanded Policy Period
PUB.EX.014	Prior Acts Exclusion
PUB.EX.015	Professional Errors & Omissions Exclusion (With Securities Claim
	Carve-Out)
PUB.EX.016	"Run-Off" Coverage
PUB.EX.017	Specific Entity Exclusion (Claims Brought By or Against)
PUB.EX.018	Specific Individual Exclusion
PUB.EX.019	Specific Investigation/Claim/Litigation/Event Or Act Exclusion



October 31, 2007

The Honorable Julie Benafield-Bowman Commissioner of Insurance Arkansas Insurance Department 1200 West 3rd Street Little Rock, AR 72201-1904

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F Effective Date: Upon earliest approval.

#### Dear Commissioner Bell:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

Please be advised the rates and rules to be used with the enclosed forms are considered exempt from filing requirements.

Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



The Honorable Linda S. Hall Director of Insurance Alaska Insurance Division 333 Willoughby Avenue PO Box 110805 Juneau, AK 99811-0805

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F

**Prior Approval** 

**Effective Date: Upon Earliest Possible Approval** 

#### Dear Director Hall:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

The rates to be used with the enclosed forms have been filed under separate cover letter as filing number PUB-07-001-R.

Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



The Honorable Julie Benafield-Bowman Commissioner of Insurance Arkansas Insurance Department 1200 West 3rd Street Little Rock, AR 72201-1904

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F

**Effective Date: Upon Earliest Possible Approval** 

Dear Commissioner Benafield-Bowman:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

The rates to be used with the enclosed forms have been filed under separate cover letter as filing number PUB-07-001-R.

Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



The Honorable Marcy Morrison Commissioner of Insurance Colorado Insurance Division 1560 Broadway Suite 850 Denver, CO 80202

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F Effective Date: October 1, 2007

#### Dear Commissioner Morrison:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

The rates to be used with the enclosed forms have been filed under separate cover letter as filing number PUB-07-001-R.

Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



August 30, 2007

The Honorable Thomas E. Hampton Commissioner of Insurance Department of Insurance and Security Regulations 810 First Street, NE, Room 721 Washington, DC 20002

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F

**Effective Date: Upon Earliest Possible Approval** 

#### Dear Commissioner Hampton:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

The rates to be used with the enclosed forms have been filed under separate cover letter as filing number PUB-07-001-R.

Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



August 30, 2007

The Honorable Kevin McCarty Insurance Regulator Florida Department of Financial Services 200 East Gaines Street Tallahassee, FL 32399-0300

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F

**Effective Date: Upon Earliest Possible Approval** 

Dear Commissioner McCarty:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

The rates to be used with the enclosed forms have been filed under separate cover letter as filing number PUB-07-001-R.

Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



The Honorable John Oxendine Insurance and Safety Fire Commissioner Georgia Insurance Department West Tower, Suite 704 No. 2 Martin Luther King Jr, Dr. Atlanta, GA 30334

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F

**Effective Date: Upon Earliest Possible Approval** 

#### Dear Commissioner Oxendine:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

The rates to be used with the enclosed forms have been filed under separate cover letter as filing number PUB-07-001-R.

Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



The Honorable Jim Atterholt Commissioner of Insurance Indiana Department of Insurance 311 W. Washington Street Suite 300 Indianapolis, IN 46204-2787

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F

**Effective Date: Upon Earliest Possible Approval** 

#### Dear Commissioner Atterholt:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

The rates to be used with the enclosed forms have been filed under separate cover letter as filing number PUB-07-001-R.

Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



August 30, 2007

The Honorable Julie Mix McPeak Executive Director of Insurance Kentucky Department of Insurance 215 West Main Street P.O. Box 517 Frankfort, KY 40601

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F

**Effective Date: Upon Earliest Possible Approval** 

Dear Executive Director Mix McPeak:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

The rates to be used with the enclosed forms have been filed under separate cover letter as filing number PUB-07-001-R.

Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



The Honorable James J. Donelon Commissioner of Insurance Louisiana Insurance Department The Poydras Building 1702 North 3rd Street Baton Rouge, LA 70802

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F

**Effective Date: Upon Earliest Possible Approval** 

#### Dear Commissioner Donelon:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

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Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



The Honorable R. Steven Orr Commissioner of Insurance Maryland Department of Insurance 525 St. Paul Place Baltimore, MD 21202

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F Effective Date: October 1, 2007

#### Dear Commissioner Orr:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

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Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



The Honorable Nonnie S. Burnes Commissioner of Insurance Massachusetts Division of Insurance One South Street Station 5th Floor Boston, MA 02210-2208

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F

**Effective Date: Upon Earliest Possible Approval** 

#### Dear Commissioner Burnes:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

The rates to be used with the enclosed forms have been filed under separate cover letter as filing number PUB-07-001-R.

Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



The Honorable John Morrison Commissioner of Insurance & Securities Montana Insurance Department 840 Helena Avenue Helena, MT 59601

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F

**Effective Date: Upon Earliest Possible Approval** 

**Dear Commissioner Morrison:** 

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

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Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



August 31, 2007

The Honorable Roger Sevigny Commissioner of Insurance New Hampshire Insurance Department 21 S. Fruit Street Suite 14 Concord, NH 03301

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F Effective Date: October 1, 2007

Dear Commissioner Sevigny:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

Please also create a microfiche copy of this filing and direct the invoice to my attention.

The rates to be used with the enclosed forms have been filed under separate cover letter as filing number PUB-07-001-R.

Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



The Honorable Morris Chavez Superintendent of Insurance New Mexico Insurance Department PO Drawer 1269 Santa Fe, NM 87504-1269

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F

**Effective Date: Upon Earliest Possible Approval** 

Dear Superintendent Chavez:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

The rates to be used with the enclosed forms have been filed under separate cover letter as filing number PUB-07-001-R.

Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



September 11, 2007

The Honorable James E. Long Commissioner of Insurance North Carolina Insurance Department Dobbs Building 430 North Salisbury Street Raleigh, NC 27611

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F

**Effective Date: Upon Earliest Possible Approval** 

#### Dear Commissioner Long:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

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Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



August 31, 2007

The Honorable Kim Holland Commissioner of Insurance Oklahoma Insurance Department 2401 NW 23rd Suite 28 Oklahoma City, OK 73152-3408

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F Effective Date: October 1, 2007

#### Dear Commissioner Holland:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

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Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



August 29, 2007

The Honorable M. Diane Koken Commissioner of Insurance Pennsylvania Insurance Department Room 1326 Strawberry Square Harrisburg, PA 17120

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F

**Effective Date: Upon Earliest Possible Approval** 

#### Dear Commissioner Koken:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

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Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



August 31, 2007

The Honorable Mike Kreidler Commissioner of Insurance Washington Department of Insurance Insurance Building P.O. Box 40255 Olympia, WA 98504

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F

**Effective Date: Upon Earliest Possible Approval** 

#### Dear Commissioner Kreidler:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

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Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



The Honorable Jorge Gomez Commissioner of Insurance Wisconsin Insurance Department 125 South Webster Street Madison, WI 53702

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F

**Effective Date: Upon Earliest Possible Approval** 

#### Dear Commissioner Gomez:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

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Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures



August 30, 2007

The Honorable Alessandro Iuppa Superintendent of Insurance Maine Bureau of Insurance Department of Professional & Financial Regulation 124 Northern Avenue Gardiner, ME 04345

Attn: Property and Casualty Division

**RE:** National Specialty Insurance Company

NAIC #: 22608 FEIN #: 75-2816775

Directors, Officers and Public Company Liability Insurance Policy

(Includes Employment Practices Claims Coverage)

**New Program Submission** 

Company Filing #: PUB-07-001-F

**Effective Date: Upon Earliest Possible Approval** 

Dear Superintendent Iuppa:

Enclosed please find attached the Company's Directors, Officers, and Public Company Liability Insurance New Program filing for your review and approval. This is a new filing and does not replace any forms on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the forms that will be used with this filing.

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Respectfully submitted,

## Wesley Pohler

Wesley Pohler Assistant Vice President wes@westmontlaw.com

Enclosures

SERFF Tracking Number: STNA-125343889 State: Arkansas
Filing Company: National Specialty Insurance Company State Tracking Number: #25696 \$50

Company Tracking Number: PUB-07-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Public Company D&O

Project Name/Number: Public Company D&O/PUB-07-001-F

### **Superseded Attachments**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Arkansas Amendatory Endorsement	11/30/2007	AR PUB - Clean Copy - REVISED.pdf
No original date	Form	Arkansas Amendatory Endorsement	10/31/2007	AR PUB - Clean Copy.pdf
No original date	Form	Application for Insurance	10/31/2007	IronPro Public Company Application FINAL.PUB.001.p df

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ARKANSAS AMENDATORY ENDORSEMENT

Endorsement forming a part of and attaching to this Directors, Officers, and Public Company Liability Insurance Policy as stated above.

It is hereby understood and agreed that:

- 1. Subparagraph (2) of Paragraph A. Cancellation or Non-Renewal of **Section IX. General Conditions** is hereby deleted in its entirety and replaced by the following:
  - (2) Should the **Insurer** decide to nonrenew this Policy, then the **Insurer** shall mail written notice of nonrenewal to the **Corporation** at the principal address shown in Item 1. of the Declarations at least sixty (60) days before the end of the **Policy Period**.

Should the **Insurer** revise its rates or rules resulting in a premium increase equal to or greater than twenty-five percent (25%) on any renewal Policy issued for a term of twelve (12) months or less, the **Insurer** shall mail or deliver to the **Corporation's** agent not less than thirty (30) days prior to the effective date of renewal, and to the **Corporation** not less than ten (10) days prior to the effective date of renewal, notice specifically stating the **Insurer's** intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).

- 2. Section VII. Notice of Claim is hereby amended by the addition of the following:
  - E. Notice given by or on behalf of the **Corporation** to any authorized agent of the **Insurer** with specific information to identify the **Insured** is deemed notice of **Claim** to the **Insurer**.
- 3. Paragraph A. of **Section VII. Notice of Claim** is hereby deleted in its entirety and replaced by the following:
  - A. The Insured shall, as a condition precedent to their rights under this Policy, give the Insurer notice in writing of any Claim which is made during the Policy Period or Discovery period. Such notice shall be given as soon as practicable but in no event later than sixty (60) days after the end of the Policy Period or Discovery Period, if applicable. If notice is provided pursuant to this Section, any Claim subsequently made against an Insured and reported to the Insurer alleging, arising out of, based upon or attributable to the prior noticed Claim or alleging any Related Wrongful Acts, shall be considered related to the prior Claim and made at the time notice of the prior Claim was first provided.
- 4. Paragraph **B**. of **Section VIII** . **Discovery Period** is hereby deleted in its entirety and replaced by the following:
  - B As a condition precedent to the right to purchase the Discovery Period, a written request, together with payment of the appropriate premium for the Discovery Period, must be provided to the **Insurer** no later than thirty (30) days after the end of the **Policy Period**.
- 5. Paragraph **C**. of **Section VIII. Discovery Period** is hereby deleted in its entirety and replaced by the following:

PBDO AR (11/07) Page 1 of 2

- **C.** For purposes of the Limit of Liability, the Discovery Period is in addition to the Limit of Liability provided during the **Policy Period**. The Limit of Liability for the Discovery Period shall be the greater of the remainder of the expiring policy aggregate limit or 50 % of the aggregate policy limit.
- 6. **Section IX. General Conditions** is hereby amended by the addition of the following:

The Arkansas Insurance Department can be contacted at the following address and telephone number:

Arkansas Insurance Department Consumer Services Division 1200 W. 3<sup>rd</sup> Street Little Rock, AR 72201-1904 Telephone (800) 852-5494 or (501) 371-2640

All other terms and conditions of this policy remain unchanged.

PBDO AR (11/07) Page 2 of 2

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ARKANSAS AMENDATORY ENDORSEMENT

Endorsement forming a part of and attaching to this Directors, Officers, and Public Company Liability Insurance Policy as stated above.

It is hereby understood and agreed that:

- 1. Subparagraph (2) of Paragraph **A.** Cancellation or Non-Renewal of **Section IX. General Conditions** is hereby deleted in its entirety and replaced by the following:
  - (2) Should the **Insurer** decide to nonrenew this Policy, then the **Insurer** shall mail written notice of nonrenewal to the **Corporation** at the principal address shown in Item 1. of the Declarations at least sixty (60) days before the end of the **Policy Period**.

Should the **Insurer** revise its rates or rules resulting in a premium increase equal to or greater than twenty-five percent (25%) on any renewal Policy issued for a term of twelve (12) months or less, the **Insurer** shall mail or deliver to the **Corporation's** agent not less than thirty (30) days prior to the effective date of renewal, and to the **Corporation** not less than ten (10) days prior to the effective date of renewal, notice specifically stating the **Insurer's** intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).

- 2. Section VII. Notice of Claim is hereby amended by the addition of the following:
  - E. Notice given by or on behalf of the **Corporation** to any authorized agent of the **Insurer** with specific information to identify the **Insured** is deemed notice of **Claim** to the **Insurer**.
- 3. **Section IX. General Conditions** is hereby amended by the addition of the following:

The Arkansas Insurance Department can be contacted at the following address and telephone number:

Arkansas Insurance Department Consumer Services Division 1200 W. 3<sup>rd</sup> Street Little Rock, AR 72201-1904 Telephone (800) 852-5494 or (501) 371-2640

All other terms and conditions of this policy remain unchanged.

PBDO AR (10/07) Page 1 of 1

#### NATIONAL SPECIALTY INSURANCE COMPANY

A Texas Stock Insurer 8200 Anderson Boulevard Forth Worth, TX 76120 (877) 476-6411

## APPLICATION FOR DIRECTORS AND OFFICERS LIABILITY INSURANCE WITH SECURITIES CLAIMS COVERAGE

NOTICE: THIS IS AN APPLICATION FOR A CLAIMS-MADE AND REPORTED POLICY. THE POLICY FOR WHICH THIS APPLICATION IS MADE IS LIMITED TO LIABILITY FOR WRONGFUL ACTS FOR WHICH CLAIMS ARE FIRST MADE WHILE THE POLICY IS IN FORCE AND WHICH ARE REPORTED AS SOON AS PRACTICABLE TO THE INSURER, BUT IN ANY EVENT NO LATER THAN THIRTY (30) DAYS AFTER THE TERMINATION OF THE POLICY.

THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS, INCLUDING JUDGMENTS OR SETTLEMENT AMOUNTS, SHALL BE REDUCED BY AMOUNTS INCURRED FOR COSTS OF DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR COSTS OF DEFENSE AND SHALL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT.

THE POLICY DOES NOT PROVIDE FOR ANY DUTY OR OBLIGATION ON THE PART OF THE INSURER TO DEFEND THE DIRECTORS AND OFFICERS OR THE COMPANY.

1.	GEI	NERAL INFORMATION:			
	a) b) c) d) e) f)	Name of Company Address Nature of Business Date of Incorporation State of Incorporation Name and Title of officer of the Applicant designated as the Company contact:			
2.	STO	DCK OWNERSHIP:			
	a)	Total number of common shares outstanding			
	b) c)	Total number of common shareholders  Are shares publicly traded?			
	0)	If Yes, specify the exchange on and the symbol under which they are listed			
	d)	Give names and percent owned of any shareholders who hold, directly or beneficially, 5% or more of the common shares outstanding:			
3.	ANNOUNCED CHANGES:				
	a)	Has the Company publicly revealed in the past 24 months, or does it contemplate within the next			

12 months, any:

		(1) consolidation or merger with any other entity  Yes  No
		(2) acquisition or disposition of any stock, assets or interest in any other corporation, partnership, or joint venture?   Yes  No
		(3) Sale, distribution or divestiture of any assets or stock, other than in the ordinary course of business?   Yes  No
		If Yes to any question above, has the Board of Directors approved such action(s)?  Yes No
		Has such action(s) been submitted to the shareholders for approval?
	b)	Has the company filed in the past 18 months, or contemplated filing within the next 12 months, any registration statement with any government authority for an offering of securities?
		Yes No If Yes, provide applicable prospectus.
	c)	Has the Applicant or any of its Subsidiaries changed auditors in the past year? ☐ Yes ☐ No ☐ N/A. If "yes" please provide complete details.
RENE	WAL A	PPLICANTS NEED NOT ANSWER QUESTIONS 4, 5 AND 6.
4.	PR	EVIOUS INSURANCE
	a)	Has the Company or any Subsidiary previously held or does it now have any Directors and Officers Liability Insurance or similar insurance?   Yes  No If Yes, provide the following details:
		PERIOD INSURER LIMIT DEDUCTIBLE FROM/TO PREMIUM
	b)	Provide details of any prior claim under such insurance (if none, so state)
	c)	Has any Insurer cancelled or refused to renew any Directors and Officers Liability Insurance or similar insurance within the past 3 years?   Yes No If Yes, provide complete details.
5.	PR	EVIOUS EXPERIENCE:
	a)	Has the Company, or anyone for whom insurance is intended, been involved in the following:
		(1) any antitrust, copyright or patent litigation?   Yes   No
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. 00.0	0/0/	Page 2 of

within the scope of coverage afforded by any similar insurance presently or previously in effect?  Yes No If Yes, provide complete details.  C) Has anyone for whom this insurance is intended given notice under the provisions of any other			(2) any civil or criminal action or administrative proceeding alleging a violation of any federal or state security law or regulation? ☐ Yes ☐ No
b) Are there any pending claims against anyone for whom this insurance is intended which may fawithin the scope of coverage afforded by any similar insurance presently or previously in effect?  Yes   No   If Yes, provide complete details.  C) Has anyone for whom this insurance is intended given notice under the provisions of any other previous or current similar insurance policy of any facts or circumstances which may give rise to claim being made against the Company and/or any Director and/or Officer?  Yes   No   If Yes, provide complete details.  IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, WHETHER REPORTED OR NOT REPORTED, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIV. RISE TO A CLAIM HAVE BEEN REPORTED, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE.  6. PRIOR KNOWLEDGE:  Does anyone for whom insurance is intended have any knowledge or information of any act, error, omission, fact or circumstance which may give rise to a claim which may fall within the scope of the proposed insurance?   Yes   No   If Yes, provide complete details.  IT IS UNDERSTOOD AND AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS WHETHER DISCLOSED ABOVE OR NOT, ANY CLAIM ARISING THEREFROM IS EXCLUDED FROM THIS PROPOSED INSURANCE.			(3) any representative actions, class actions, or derivative suits?   Yes   No
within the scope of coverage afforded by any similar insurance presently or previously in effect?    Yes			If Yes to any of the above, provide details:
previous or current similar insurance policy of any facts or circumstances which may give rise to claim being made against the Company and/or any Director and/or Officer?    Yes		b)	
OR NOT REPORTED, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVERISE TO A CLAIM HAVE BEEN REPORTED, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE.  6. PRIOR KNOWLEDGE:  Does anyone for whom insurance is intended have any knowledge or information of any act, error, omission, fact or circumstance which may give rise to a claim which may fall within the scope of the proposed insurance? Yes No If Yes, provide complete details.  IT IS UNDERSTOOD AND AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS WHETHER DISCLOSED ABOVE OR NOT, ANY CLAIM ARISING THEREFROM IS EXCLUDED FROM THIS PROPOSED INSURANCE.		c)	previous or current similar insurance policy of any facts or circumstances which may give rise to a claim being made against the Company and/or any Director and/or Officer?  Yes No
Does anyone for whom insurance is intended have any knowledge or information of any act, error, omission, fact or circumstance which may give rise to a claim which may fall within the scope of the proposed insurance? Yes No If Yes, provide complete details.  IT IS UNDERSTOOD AND AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS WHETHER DISCLOSED ABOVE OR NOT, ANY CLAIM ARISING THEREFROM IS EXCLUDED FROM THIS PROPOSED INSURANCE.		OR RIS AR	NOT REPORTED, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE SE TO A CLAIM HAVE BEEN REPORTED, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED
omission, fact or circumstance which may give rise to a claim which may fall within the scope of the proposed insurance? Yes No If Yes, provide complete details.  IT IS UNDERSTOOD AND AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS WHETHER DISCLOSED ABOVE OR NOT, ANY CLAIM ARISING THEREFROM IS EXCLUDED FROM THIS PROPOSED INSURANCE.  7. MATERIALS REQUESTED:	6.	PR	IOR KNOWLEDGE:
WHETHER DISCLOSED ABOVE OR NOT, ANY CLAIM ARISING THEREFROM IS EXCLUDED FROM THIS PROPOSED INSURANCE.  7. MATERIALS REQUESTED:		om pro	ission, fact or circumstance which may give rise to a claim which may fall within the scope of the posed insurance?   Yes  No
WHETHER DISCLOSED ABOVE OR NOT, ANY CLAIM ARISING THEREFROM IS EXCLUDED FROM THIS PROPOSED INSURANCE.  7. MATERIALS REQUESTED:		_	
		WH	HETHER DISCLOSED ABOVE OR NOT, ANY CLAIM ARISING THEREFROM IS EXCLUDED
As an attachment to this Application, please include the following (where applicable):	7.	MA	TERIALS REQUESTED:
		As	an attachment to this Application, please include the following (where applicable):

- Complete list of all Directors and Officers to include their name, position, term of office, and affiliation with any other outside organizations.
- Most recent Annual Report.
- Most recent filing with the S.E.C. (Form 10-K) and any subsequent filings (Form 10-Q, Form 8-K, etc.)
- Latest available interim financial statements.
- The notice to shareholders and proxy statement for both the last and next scheduled annual meeting.
- Most recent prospectus.

#### NOTICE TO THE APPLICANT - PLEASE READ CAREFULLY

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE. HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE, ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND IT WILL BE ATTACHED TO AND BECOME A PART OF THE POLICY.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION FORM ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL PENALTIES.

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWLINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUHTORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON, PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

**NOTICE TO KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWLINGLY PRESENTS FALSE INFORMATION IN AN PUB.001 (8/07 Ed.)

APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO MAINE APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE AND MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**NOTICE TO OKLAHOMA APPLICANTS - WARNING:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-10, 36 §3613.1).

**NOTICE TO OREGON APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY MATERIALLY FALSE, INCOMPLETE, OR MISLEADING INFORMATION MAY BE GUILTY OF A CRIME.

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANT: ANY PERSON WHO KNOWLINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED BY THE CHAIRMAN OF THE BOARD AND PRESIDENT AND DATED. IF THE CHAIRMAN OF THE BOARD AND PRESIDENT ARE THE SAME INDIVIDUAL, PLEASE HAVE THE APPLICATION SIGNED BY THE CHIEF FINANCIAL OFFICER. CHIEF OPERATING OFFICER OR GENERAL COUNSEL IN LIEU OF THE PRESIDENT.

DATE	SIGNATURE
	TITLE
DATE	SIGNATURE
	TITLE
NAME OF BROKER	
DUD 004 (0/07 E4 )	

PUB.001 (8/07 Ed.)

NAME OF AGENCY		
ADDRESS		
LICENSE NUMBER		
SIGNED		